

## **Informed Consent and Agreement for Psychotherapy Services**

**Introduction:** This agreement has been created for the purpose of outlining the terms and conditions of services to be provided by Amy Gray, LICSW and is intended to provide the client or client's parents/guardians (if the client is a child under 18) with important information regarding the practices, policies and procedures and to clarify the terms of the professional therapeutic relationship between the client and therapist. Any questions or concerns regarding the content of this agreement should be discussed with Amy Gray before signing it.

**Policy Regarding Consent for the Treatment of a Minor Child:** I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent/guardian to give consent for psychotherapy, I will require the parent/guardian submit supporting legal documentation, such as a custody order, prior to the commencement of services.

**Scheduling and Cancellation:** Sessions are 50-55 minutes in length. Depending on the situation, we will meet from between one or more times per week. **The cancellation or rescheduling of a session must be done in person, by phone, email or text, and requires at least 48 business-hours' notice.** Please keep in mind that you will be charged the full fee for missed appointments or cancellations with less than 48-hours' notice and that your insurance will not cover this fee. Exceptions may be made if you are ill or have an unavoidable emergency. *You may call (413) 522-4903 at any time, day or night, if you need to cancel an appointment.* You can also send me messages by email at [amyg.49@verizon.net](mailto:amyg.49@verizon.net), please only use email for scheduling and cancellations.

**Professional Fees:** The fee for service is \$160.00 per 50-minute therapy session unless we have negotiated a different rate. Should a client request or require time spent outside of therapy appointments, administrative fees may apply. This includes coordination of care with outside doctors and other providers, writing letters, and other activities that require time outside of the therapy session. In these cases, I charge my established hourly rate, pro-rated in quarter-hour increments. If my fee increases, I will discuss any proposed changes with you ahead of time.

**Messages and Emergencies:** Due to the nature of my work schedule, I am often not immediately available by telephone or email. If you leave me a message on my voicemail, I will attempt to return your call within 24 to 48 hours. *If you (or your child) are experiencing a mental health emergency please do not wait for my return call and immediately call 911 or go to the nearest emergency room. You may also call crisis services at 413-586-5555.* If, at any time, I believe that you (or your child) need more intensive services, you will be referred to a professional or organization that has the ability to provide treatment to meet those needs.

**Psychotherapist-Client Privilege:** The information disclosed by my client, as well as any records created, are subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between therapist and client in the eyes of the law. It is akin to attorney-client privilege or the doctor-patient relationship. Typically you (the client) are the holder of the privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-client privilege on your behalf until instructed, in writing, to do otherwise by you or a person with the authority to waive psychotherapist-client privilege on your behalf. When my client is a minor child, the holder of the privilege is the minor, a court-appointed guardian, or the child's counsel.

**Exceptions to confidentiality:** The information disclosed by you is generally confidential and will not be released to any third party without written consent from you, except where required or permitted by law. Exceptions to confidentiality include situations where you pose a threat of serious harm to yourself or someone else, cases involving child or elder abuse, or cases in which I am court-ordered to testify or produce records.

**Payment and Insurance:** Full payment is expected at the time of service. Depending on your insurance carrier, I may be able to bill your insurance company as a courtesy on your behalf and to accept a co-payment at the time of service. However, please be advised that the ultimate responsibility for payment of services rendered is still yours. **If your insurance company denies a claim, you will be responsible for the payment in full.** It is your responsibility to know and to alert me immediately if you are covered under more than one insurance policy. It is your responsibility to be aware of the extent and limitations of your coverage. I highly recommend that you check your insurance coverage, limits, deductibles and co-pays before we begin our work together. If there are any changes to your insurance policy, it is important that you inform me promptly. Although I will do everything I can to collect payment from your insurance policy for any services that have been provided to you, I will not attempt to keep track of your deductibles or benefit limitations. If you have questions about your insurance coverage, please contact your insurer.

If you choose to use insurance to pay for services, you should also be aware that most insurance companies require me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and though insurance companies assure confidentiality, I have no control over what they do with the information once it's in their hands. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested.

**Overdue Accounts:** In the case of an overdue account, you would receive a phone call, email and/or a letter, after which, the matter may be referred to a collection agency. All overdue accounts will incur a monthly finance charge of 10%. Collection fees may also be added to overdue accounts. The client or responsible party agrees to pay Amy Gray, LICSW any reasonable costs of collection, plus attorney's fees and court costs in the event that legal action is required for collection of fees. There will be a \$15 fee for all returned checks.

**Litigation and Court Appearances:** I will not voluntarily participate in any litigation or custody dispute in which the client, or representative, and another individual entity are parties. I have a policy of not communicating with clients' attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in any client's legal matter. I will generally not provide records or testimony unless

legally compelled to do so. Should I be ordered by a court of law to appear as a witness in an action involving you (or your child), you agree to reimburse me for any time spent in preparation, travel, or other time in which I must make myself available for such an appearance at the rate of \$300 per hour. I will not make any recommendation as to custody or visitation regarding you or your child and I will not voluntarily participate in any custody dispute.

When subpoenaed, I may obtain my own legal counsel. If I am required to appear in court or conference via telephone, **the client or guardian associated with the subpoena/court request will be required to pay the following fees:** \$300 per hour, including travel time and all time at the courthouse or waiting to testify. I require a minimum of 3 hours (\$900) plus estimated travel time, to be paid 48 hours in advance. Because I must cancel all other appointments for these appearances, this payment will not be refunded for any reason. If I am requested or required to clear a full day, I will charge for all hours requested.

**Dual Relationships:** Psychotherapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment, therapeutic effectiveness or that could be exploitative in nature.

**Risks and Benefits of Therapy:** Psychotherapy is a process in which we will discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so that you can experience life more fully. It provides an opportunity to better understand yourself, as well as any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between us. Participating in therapy may result in a number of benefits to you, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and maladaptive behaviors, improved interpersonal relationships, increased comfort in social/work/family settings, and enhanced self confidence. Such benefits may also require substantial effort on your part, including active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences.

The process may evoke strong feelings of sadness, anger, fear, anxiety, etc. There may be times when I challenge your perceptions and assumptions and offer different perspectives. The issues presented by you may result in unintended outcomes, including changes in personal relationships. Sometimes a decision that is positive for one family member is viewed quite differently by another. You should be aware that any decision on the status of your personal relationships is your sole responsibility. During the therapeutic process, many people find they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and quick at times, but may also be slow and frustrating. You should discuss with me any concerns you have regarding your progress in therapy. Due to the varying nature and severity of problems and the individuality of each patient, I am unable to predict the length of your therapy or to guarantee a specific outcome or result.

**Collaboration with Other Professionals:** In order to provide quality services, I may need to collaborate with other professionals, such as your (or your child's) physician, psychiatrist, past therapists, school counselors and/or other mental health professionals. You will be asked to complete a release of information authorizing these exchanges.

**Termination of Therapy:** I reserve the right to terminate therapy at my discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment

recommendations, conflicts of interest, failure to participate in therapy; client's needs are outside the scope of my competence or practice. You may terminate therapy at any time. I will generally recommend that a client participate in at least one or more termination sessions. These sessions are intended to give us an opportunity to reflect on the work that was done and to ensure a smooth transition to another therapist by offering referrals to the client or child's parent/guardian. If a client misses two consecutive sessions without notice, the regular appointment day/time may be forfeited to someone on the waiting list.

Amy Gray, LICSW  
70 Main Street, 2<sup>nd</sup> Floor  
Northampton, MA 01060

[amyg.49@verizon.net](mailto:amyg.49@verizon.net)  
[www.amygraytherapy.com](http://www.amygraytherapy.com)

### Consent for Psychotherapy and Terms of the Agreement Signature Page

By signing below, the client (or child's parent/guardian) acknowledges that they have reviewed and fully understand the terms and conditions of this agreement.

The client has discussed the terms and conditions with the therapist and has had the opportunity to have any questions with regard to its terms and conditions answered to client's satisfaction. Client (or child's parent/guardian) agrees to abide by the terms and conditions of this agreement and consents to participate in psychotherapy with Amy Gray, LICSW.

Moreover, the client (or child's parent/guardian) agrees to hold Amy Gray, LICSW free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

Name of Client (print): \_\_\_\_\_

Signature of Client (if over 18 years of age): \_\_\_\_\_

Signature of Parent/Guardian (if under 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_